

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68MD9-5075-3238		PAGE 1 OF 20	
2. CONTRACT NO. W912DW-05-P-0190		3. AWARD/EFFECTIVE DATE 28-Apr-2005		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DW-05-Q-0069	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SCOTT W BRITT				b. TELEPHONE NUMBER (No Collect Calls) 206-764-3517	
9. ISSUED BY CODE W912DW USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329 TEL: 206-764-3772 FAX: 206-764-6817		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 238990 SIZE STANDARD:\$12 million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
				13b. RATING		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
				15. DELIVER TO SUPPLY & FACILITIES MGMT BR. 4735 E. MARGINAL WAY S. SEATTLE WA 98134-2385 CODE G370F00		16. ADMINISTERED BY CODE SEE ITEM 9	
17a. CONTRACTOR/OFFEROR CODE 1QF33 NORTHWEST LANDWORKS KEVIN MOSS 7215 192ND AVE EAST TACOMA WA 98404 TEL. 206-510-0528 FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE W66KQZ US ARMY CORPS OF ENGRS FINANCE CENTER CEFC-AO-P 901-874-8556 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$39,550.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input checked="" type="checkbox"/> OFFER DATED <u>20-Apr-2005</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMSSEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
				<i>Elaine M Ebert</i>		28-Apr-2005	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ELAINE M EBERT / CONTRACTING OFFICER TEL: (206) 764-3638 EMAIL: elaine.m.ebert@usace.army.mil			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 20

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
		42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	MMD STOPLOG CRANE RENTAL FFP PROVIDE ALL SUPPLIES, LABOR, AND EQUIPMENT NECESSARY TO PERFORM CRANE SERVICES IN ACCORDANCE WITH STATEMENT OF WORK AND INCORPORATED SERVICE WAGE DETERMINATION NO. 94-2563 REV (26) DATED 9/9/2004. PURCHASE REQUEST NUMBER: W68MD9-5075-3238	1	Lump Sum	\$39,550.00	\$39,550.00
NET AMT					\$39,550.00
ACRN AA Funded Amount					\$39,550.00

FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31220000 082433 2520JD572B075433 NA 96453
 COST 000000000000
 CODE:
 AMOUNT: \$39,550.00

STATEMENT OF WORK

1. DESCRIPTION OF WORK:

Contractor shall mobilize a crane with operator and support staff at the 960 elevation deck inlet structure at the Mud Mountain Dam project east of Enumclaw, WA. The project access roads are steep, having a 10% grade with switchbacks. The crane shall be of a size capable of the initial lifting and positioning of stoplogs for cleaning and inspection and the installation and eventual removal of three stop logs in either the 23-ft or 9-ft diameter tunnel entrance stop log slots. The contractor shall furnish all associated rigging, shackles, etc. to connect to and safely install and remove a Government furnished lifting beam and stoplogs. The contractor shall protect Government property at all times.

2. SEQUENCE OF OPERATION:

2.1. STOPLOG REMOVAL FOR INSPECTION AND INSTALLATION

- 2.1.1. Within 72 hours of official Notice to Proceed, the Contractor shall mobilize a crane to remove three stoplogs stored in a rack adjacent to the 960 deck and position individual stoplogs as directed by the Contracting Officer's Representative (COR) for cleaning and inspection and then return the stoplogs to the racks. It is the intent that the stoplogs will be held vertically, with the bottom seal resting on the concrete deck, by the crane during this operation.
- 2.1.2. Government staff may assist the contractor with delivery of support equipment to the 960 deck; however, the contractor shall be solely responsible to delivery and remove the crane to the 960 deck.
- 2.1.3. Upon successful completion of stoplog cleaning and inspection, the Contractor shall install the middle and top stoplogs in the 23' tunnel slots. The contractor shall then demobilize from the site.

2.2. STOPLOG INSTALLATION:

- 2.2.1. Within 72 hours after official Notice to Proceed, the contractor shall mobilize to the 960-foot elevation deck at the dam intake over steep project access roads.
- 2.2.2. The Contractor shall remove each of the three stop logs stored in a rack located on the 935 elevation deck and position the stoplogs as directed by the Contracting Officer's Representative (COR) in either the 23-ft or 9-ft tunnel entrance stop log slots. Depending on the status of operations, it is possible that the stoplogs are installed in either the 9' or 23' tunnel slots. The stoplogs slots are in the waterway and stoplogs may be installed in as much as 25 feet deep water. The stoplogs vary in weight between approximately 52,000 and 80,000 pounds. The contractor shall include the weight of the lifting beam in their load calculations.
- 2.2.3. Setting of the stoplogs in the 9' tunnel side requires that the stoplogs are sealed so that no water flows into the tunnel. This operation occurs underwater and may take more than one attempt to seal.
- 2.2.4. Upon the successful installation of the stoplogs, the contractor shall demobilize from the site

2.3. STOPLOG REMOVAL:

- 2.3.1. Following 3-6 months of tunnel inspection and repair, the Contractor shall mobilize to the work site to remove the stoplogs within 72 hours of Government notification.
- 2.3.2. The Contractor shall remove the three stoplogs which were previously installed in one of two tunnel entrance stop log slots. The stoplogs will be in the waterway and damming approximately 25-feet of water with flow diverted to the alternative tunnel. The Contractor must take into consideration that there will be a buildup of heavy silt deposits on the stoplog webs. Previous load indication of removal forces of a stoplog has been as high as 125,000 pounds due to the silt loading and suction forces.
- 2.3.3. Upon successful completion of stoplog removal, the Contractor shall demobilize from the project.

3. PROJECT REQUIREMENTS:

4. **EQUIPMENT:**
Mud Mountain Dam may provide personnel and equipment to move counterweights to the top of the dam and back down due to the grade of the road.
5. **POINT OF CONTACT:** Gary Frazier, CENWS-OD-MM, 206-764-3717, Mud Mountain Dam, 30525 SE Mud Mtn Road, Enumclaw WA 98022-8010
6. **PERIOD OF PERFORMANCE:** Equipment and operator and crew must be available for installation of stoplogs. Stoplog removal will occur 3-6 months after installation. If the Government exercises options, it will be in a manner that facilitates the completion of work no more than 365 days from the base award.
7. **LOCATION:** Equipment and operators furnished under this Purchase Order shall be delivered to and used at the 960 elevation deck inlet structure at the Mud Mountain Dam project east of Enumclaw, WA.
8. **MOBILIZATION AND DEMOBILIZATION** allowed herein will be cancelled if the Contractor (or Agent) defaults this agreement by leaving an assigned area prior to release, as agreed above, or by refusing to work as directed.
9. **INSPECTION AND SUPERVISION:** All work shall be conducted under the direction of the Mud Mountain Dam Project, Seattle District, Corps of Engineers.
10. **SAFETY REQUIREMENTS:** Operation of equipment shall be conducted in accordance with the requirements of EM 385-1-1, "Safety and Health Requirements Manual", dated 3 September 1996. This manual is part of all contracts, which include references to Federal Acquisition Regulation (FAR) Clause 52.236-13. The latest version and changes to EM 385-1-1 are available at http://www.hq.usace.army.mil/soh/hqusace_soh.htm. Contractors shall be responsible for complying with the current edition and all changes posted on the web as set forth in this solicitation.
11. **HOURS OF OPERATION (WORK DAY):** The contractor shall begin work at 0800 during normal Monday-Friday work week. Work day will be approximately 8 hours.
12. **WORK WEEK:** For the purpose of calculating payrolls, the work week is based on seven (7) consecutive days, beginning at 0001 hours Monday and ending at 2400 hours Sunday. This work week shall remain fixed throughout the performance period of this contract.
13. **WAGE RATES:** Pay in accordance with applicable service wage determination.
14. **LUNCH:** A ½ hour lunch break is mandatory during an eight to twelve hour shift. The ½ hour lunch break will be deducted whether it is taken or not.
15. **INVOICE AND PAYMENT:** Invoice payment address block 18a - page 1 of the award SF 1449. Request copies of invoices be sent to the project POC (details upon award). Payment is to be for actual quantities.

Web Invoicing System (WInS)

WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WinS is accomplished through the following DFAS website: <https://ecweb.dfas.mil>

At the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Millington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

SCHEDULE**0001 BASE:****Stoplog removal for cleaning and inspection - then installation**

Mobilize Crane to dam intake deck 1	LS	\$1775
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Crane Rental/with operator & crew: Hourly Rate: $450 \times 8 = \$3600$

Demobilize Crane from dam intake deck 1	LS	\$1775
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OPTIONS:**0002: Stoplog removal**

Mobilize Crane to dam intake deck	1	LS	\$1775
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Crane Rental/with operator & crew: Hourly Rate: $450 \times 8 = \$3600$

Demobilize Crane from dam intake deck	1	LS	\$1775
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0003: ADDITIONAL Stoplog installation

Mobilize Crane to dam intake deck	1	LS	\$1775
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Crane Rental/with operator & crew: Hourly Rate: $450 \times 8 = \$3600$

Demobilize Crane from dam intake deck	1	LS	\$1775
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0004: ADDITIONAL Stoplog removal

Mobilize Crane to dam intake deck	1	LS	\$1775
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Crane Rental/with operator & crew: Hourly Rate: $450 \times 8 = \$3600$

Demobilize Crane from dam intake deck	1	LS	\$1775
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0005: ADDITIONAL Stoplog installation

Mobilize Crane to dam intake deck	1	LS	\$1775
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Crane Rental/with operator & crew: Hourly Rate: $450 \times 8 = \$3600$

Demobilize Crane from dam intake deck	1	LS	\$1775
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0006: ADDITIONAL Stoplog removal

Mobilize Crane to dam intake deck	1	LS	\$1775
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Crane Rental/with operator & crew: Hourly Rate: $450 \times 8 = \$3600$

Demobilize Crane from dam intake deck 1 LS \$1775

*All Quantities Approximate

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	OCT 2003
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	JAN 2005

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

XX ___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

- ___ (ii) Alternate I (OCT 1995) of 52.219-6.
- ___ (iii) Alternate II (MAR 2004) of 52.219-6.
- ___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-7.
- ___ (iii) Alternate II (MAR 2004) of 52.219-7.
- ___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9
- ___ (iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- XX ___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
- XX ___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- XX ___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- XX ___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- XX ___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX ___ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

XX ___ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

XX ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

XX ____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 365 days of the original base award. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://www.farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(End of clause)

WAGE DETERMINATION

94-2563 WA, SEATTLE

WAGE DETERMINATION NO: 94-2563 REV (26) AREA: WA, SEATTLE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2564

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Wage Determination No.: 1994-2563
 William W. Gross Division of | Revision No.: 26
 Director Wage Determinations | Date Of Revision: 09/09/2004

State: Washington

Area: Washington Counties of King, Snohomish, Whatcom

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	11. 92
01012 - Accounting Clerk II	13. 23
01013 - Accounting Clerk III	15. 44
01014 - Accounting Clerk IV	17. 28
01030 - Court Reporter	15. 54
01050 - Dispatcher, Motor Vehicle	17. 90
01060 - Document Preparation Clerk	12. 70
01070 - Messenger (Courier)	10. 82
01090 - Duplicating Machine Operator	12. 70
01110 - Film/Tape Librarian	13. 09
01115 - General Clerk I	10. 21
01116 - General Clerk II	11. 53
01117 - General Clerk III	14. 80
01118 - General Clerk IV	16. 24
01120 - Housing Referral Assistant	17. 89
01131 - Key Entry Operator I	12. 58
01132 - Key Entry Operator II	15. 36
01191 - Order Clerk I	12. 55
01192 - Order Clerk II	16. 10
01261 - Personnel Assistant (Employment) I	13. 21
01262 - Personnel Assistant (Employment) II	14. 66
01263 - Personnel Assistant (Employment) III	16. 20
01264 - Personnel Assistant (Employment) IV	18. 61
01270 - Production Control Clerk	18. 66
01290 - Rental Clerk	12. 12
01300 - Scheduler, Maintenance	14. 37
01311 - Secretary I	14. 37
01312 - Secretary II	15. 54

01313 - Secretary III	17.35
01314 - Secretary IV	21.44
01315 - Secretary V	24.91
01320 - Service Order Dispatcher	15.54
01341 - Stenographer I	13.61
01342 - Stenographer II	15.53
01400 - Supply Technician	21.03
01420 - Survey Worker (Interviewer)	14.16
01460 - Switchboard Operator-Receptionist	12.38
01510 - Test Examiner	15.54
01520 - Test Proctor	15.54
01531 - Travel Clerk I	11.74
01532 - Travel Clerk II	12.62
01533 - Travel Clerk III	13.50
01611 - Word Processor I	13.46
01612 - Word Processor II	15.43
01613 - Word Processor III	18.65
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	15.08
03041 - Computer Operator I	15.08
03042 - Computer Operator II	16.73
03043 - Computer Operator III	18.66
03044 - Computer Operator IV	21.87
03045 - Computer Operator V	24.27
03071 - Computer Programmer I (1)	16.36
03072 - Computer Programmer II (1)	20.71
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	15.08
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	21.30
05010 - Automotive Glass Installer	20.34
05040 - Automotive Worker	20.34
05070 - Electrician, Automotive	21.01
05100 - Mobile Equipment Servicer	18.98
05130 - Motor Equipment Metal Mechanic	21.73
05160 - Motor Equipment Metal Worker	20.34
05190 - Motor Vehicle Mechanic	21.69
05220 - Motor Vehicle Mechanic Helper	18.29
05250 - Motor Vehicle Upholstery Worker	19.67
05280 - Motor Vehicle Wrecker	20.34
05310 - Painter, Automotive	21.01
05340 - Radiator Repair Specialist	20.34
05370 - Tire Repairer	16.61
05400 - Transmission Repair Specialist	21.73
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.38
07010 - Baker	12.65
07041 - Cook I	11.36
07042 - Cook II	12.14
07070 - Dishwasher	9.55
07130 - Meat Cutter	17.53
07250 - Waiter/Waitress	11.91
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	21.06
09040 - Furniture Handler	16.94
09070 - Furniture Refinisher	21.06
09100 - Furniture Refinisher Helper	18.25
09110 - Furniture Repairer, Minor	19.54
09130 - Upholsterer	21.06
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	11.36
11060 - Elevator Operator	10.66
11090 - Gardener	13.31
11121 - House Keeping Aid I	9.34
11122 - House Keeping Aid II	10.66
11150 - Janitor	11.19

11210 - Laborer, Grounds Maintenance	13.01
11240 - Maid or Houseman	9.34
11270 - Pest Controller	14.73
11300 - Refuse Collector	13.06
11330 - Tractor Operator	13.45
11360 - Window Cleaner	11.78
12000 - Health Occupations	
12020 - Dental Assistant	15.22
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	16.79
12071 - Licensed Practical Nurse I	14.93
12072 - Licensed Practical Nurse II	16.77
12073 - Licensed Practical Nurse III	18.77
12100 - Medical Assistant	13.30
12130 - Medical Laboratory Technician	15.73
12160 - Medical Record Clerk	15.73
12190 - Medical Record Technician	16.03
12221 - Nursing Assistant I	9.66
12222 - Nursing Assistant II	10.72
12223 - Nursing Assistant III	11.85
12224 - Nursing Assistant IV	14.10
12250 - Pharmacy Technician	15.26
12280 - Phlebotomist	13.18
12311 - Registered Nurse I	22.33
12312 - Registered Nurse II	27.24
12313 - Registered Nurse II, Specialist	27.24
12314 - Registered Nurse III	32.37
12315 - Registered Nurse III, Anesthetist	32.37
12316 - Registered Nurse IV	36.29
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	15.88
13011 - Exhibits Specialist I	19.81
13012 - Exhibits Specialist II	22.58
13013 - Exhibits Specialist III	27.78
13041 - Illustrator I	19.15
13042 - Illustrator II	21.84
13043 - Illustrator III	26.87
13047 - Librarian	25.31
13050 - Library Technician	15.74
13071 - Photographer I	16.01
13072 - Photographer II	20.51
13073 - Photographer III	22.58
13074 - Photographer IV	27.78
13075 - Photographer V	34.14
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.62
15030 - Counter Attendant	8.62
15040 - Dry Cleaner	10.89
15070 - Finisher, Flatwork, Machine	8.62
15090 - Presser, Hand	8.62
15100 - Presser, Machine, Drycleaning	8.62
15130 - Presser, Machine, Shirts	8.62
15160 - Presser, Machine, Wearing Apparel, Laundry	8.62
15190 - Sewing Machine Operator	11.65
15220 - Tailor	12.41
15250 - Washer, Machine	9.38
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	21.09
19040 - Tool and Die Maker	23.67
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.82
21020 - Material Coordinator	18.19
21030 - Material Expediter	18.19
21040 - Material Handling Laborer	15.16
21050 - Order Filler	12.19
21071 - Forklift Operator	18.06
21080 - Production Line Worker (Food Processing)	17.19
21100 - Shipping/Receiving Clerk	15.76
21130 - Shipping Packer	15.76
21140 - Store Worker I	12.99
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	16.39

21210 - Tools and Parts Attendant	18. 57
21400 - Warehouse Specialist	18. 06
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	21. 71
23040 - Aircraft Mechanic Helper	18. 25
23050 - Aircraft Quality Control Inspector	27. 53
23060 - Aircraft Servicer	19. 54
23070 - Aircraft Worker	20. 41
23100 - Appliance Mechanic	21. 06
23120 - Bicycle Repairer	18. 25
23125 - Cable Splicer	26. 58
23130 - Carpenter, Maintenance	22. 47
23140 - Carpet Layer	24. 29
23160 - Electrician, Maintenance	28. 38
23181 - Electronics Technician, Maintenance I	22. 01
23182 - Electronics Technician, Maintenance II	23. 72
23183 - Electronics Technician, Maintenance III	27. 85
23260 - Fabric Worker	19. 84
23290 - Fire Alarm System Mechanic	21. 71
23310 - Fire Extinguisher Repairer	18. 98
23340 - Fuel Distribution System Mechanic	23. 03
23370 - General Maintenance Worker	17. 86
23400 - Heating, Refrigeration and Air Conditioning Mechanic	24. 63
23430 - Heavy Equipment Mechanic	22. 62
23440 - Heavy Equipment Operator	25. 18
23460 - Instrument Mechanic	22. 62
23470 - Laborer	12. 08
23500 - Locksmith	20. 96
23530 - Machinery Maintenance Mechanic	21. 75
23550 - Machinist, Maintenance	20. 97
23580 - Maintenance Trades Helper	17. 93
23640 - Millwright	24. 46
23700 - Office Appliance Repairer	21. 85
23740 - Painter, Aircraft	21. 06
23760 - Painter, Maintenance	21. 06
23790 - Pipefitter, Maintenance	26. 89
23800 - Plumber, Maintenance	25. 02
23820 - Pneudraulic Systems Mechanic	22. 62
23850 - Rigger	21. 71
23870 - Scale Mechanic	20. 97
23890 - Sheet-Metal Worker, Maintenance	23. 77
23910 - Small Engine Mechanic	20. 41
23930 - Telecommunication Mechanic I	22. 58
23931 - Telecommunication Mechanic II	23. 22
23950 - Telephone Lineman	22. 58
23960 - Welder, Combination, Maintenance	21. 71
23965 - Well Driller	22. 62
23970 - Woodcraft Worker	22. 62
23980 - Woodworker	18. 89
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9. 13
24580 - Child Care Center Clerk	11. 45
24600 - Chore Aid	9. 96
24630 - Homemaker	15. 97
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	23. 89
25040 - Sewage Plant Operator	24. 00
25070 - Stationary Engineer	23. 89
25190 - Ventilation Equipment Tender	18. 54
25210 - Water Treatment Plant Operator	24. 00
27000 - Protective Service Occupations	
(not set) - Police Officer	24. 27
27004 - Alarm Monitor	17. 50
27006 - Corrections Officer	20. 56
27010 - Court Security Officer	23. 51
27040 - Detention Officer	23. 51
27070 - Firefighter	25. 24
27101 - Guard I	9. 66
27102 - Guard II	16. 94
28000 - Stevedoring/Longshoremen Occupations	

28010 - Blocker and Bracer	19. 13
28020 - Hatch Tender	19. 13
28030 - Line Handler	19. 13
28040 - Stevedore I	18. 49
28050 - Stevedore II	19. 76
29000 - Technical Occupations	
21150 - Graphic Artist	23. 86
29010 - Air Traffic Control Specialist, Center (2)	31. 66
29011 - Air Traffic Control Specialist, Station (2)	21. 83
29012 - Air Traffic Control Specialist, Terminal (2)	24. 05
29023 - Archeological Technician I	16. 01
29024 - Archeological Technician II	17. 90
29025 - Archeological Technician III	22. 18
29030 - Cartographic Technician	22. 18
29035 - Computer Based Training (CBT) Specialist/ Instructor	27. 50
29040 - Civil Engineering Technician	23. 71
29061 - Drafter I	14. 26
29062 - Drafter II	16. 01
29063 - Drafter III	20. 19
29064 - Drafter IV	22. 18
29081 - Engineering Technician I	14. 80
29082 - Engineering Technician II	16. 61
29083 - Engineering Technician III	19. 95
29084 - Engineering Technician IV	24. 62
29085 - Engineering Technician V	29. 65
29086 - Engineering Technician VI	36. 15
29090 - Environmental Technician	20. 86
29100 - Flight Simulator/Instructor (Pilot)	31. 97
29160 - Instructor	23. 43
29210 - Laboratory Technician	19. 25
29240 - Mathematical Technician	22. 18
29361 - Paralegal/Legal Assistant I	17. 31
29362 - Paralegal/Legal Assistant II	21. 37
29363 - Paralegal/Legal Assistant III	23. 58
29364 - Paralegal/Legal Assistant IV	31. 59
29390 - Photooptics Technician	22. 18
29480 - Technical Writer	27. 25
29491 - Unexploded Ordnance (UXO) Technician I	20. 12
29492 - Unexploded Ordnance (UXO) Technician II	24. 35
29493 - Unexploded Ordnance (UXO) Technician III	29. 18
29494 - Unexploded (UXO) Safety Escort	20. 12
29495 - Unexploded (UXO) Sweep Personnel	20. 12
29620 - Weather Observer, Senior (3)	20. 86
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18. 32
29622 - Weather Observer, Upper Air (3)	18. 32
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16. 95
31260 - Parking and Lot Attendant	9. 91
31290 - Shuttle Bus Driver	12. 42
31300 - Taxi Driver	9. 76
31361 - Truckdriver, Light Truck	12. 42
31362 - Truckdriver, Medium Truck	17. 80
31363 - Truckdriver, Heavy Truck	18. 28
31364 - Truckdriver, Tractor-Trailer	18. 28
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10. 90
99030 - Cashier	10. 49
99041 - Carnival Equipment Operator	11. 62
99042 - Carnival Equipment Repairer	12. 07
99043 - Carnival Worker	10. 26
99050 - Desk Clerk	10. 81
99095 - Embalmer	21. 11
99300 - Lifeguard	10. 57
99310 - Mortician	20. 65
99350 - Park Attendant (Aide)	13. 28
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	12. 87
99500 - Recreation Specialist	14. 96
99510 - Recycling Worker	14. 87
99610 - Sales Clerk	13. 05
99620 - School Crossing Guard (Crosswalk Attendant)	12. 30

99630 - Sport Official	10. 57
99658 - Survey Party Chief (Chief of Party)	22. 34
99659 - Surveying Technician (Instr. Person/Surveyor Asst. /Instr.)	17. 55
99660 - Surveying Aide	12. 87
99690 - Swimming Pool Operator	17. 16
99720 - Vending Machine Attendant	16. 36
99730 - Vending Machine Repairer	16. 44
99740 - Vending Machine Repairer Helper	16. 36

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordinance, explosives, and pyrotechnic compositions such as lead azide, black powder

and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage

rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or

disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.